

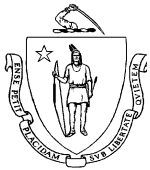
Request for Response

**Commonwealth of Massachusetts Office of the State Treasurer
On behalf of the
Commonwealth of Massachusetts Financial Literacy Trust Fund
501(c)(3) Fiscal Conduit**

Issued February 13, 2012

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Request for Response Office of the State Treasurer and Receiver-General

Address: One Ashburton Place, 12th Floor, Boston, Massachusetts 02108
Telephone #: (617) 367-3900; Fax #: (617) 367-3645
Internet Address: <http://www.state.ma.us/treasury>
RFR File Name/Title: Financial Literacy Trust Fund – 501(c)(3) Fiscal Conduit
RFR File Number: **TRE RFR FIN FLTF Fiscal Conduit 2012**
RFR Contact Person: Anjali Wali

I. SUMMARY AND PURPOSE

The Treasurer and Receiver-General of the Commonwealth of Massachusetts, on behalf of the Financial Literacy Trust Fund (hereinafter, the “Trust Fund”), of which the Treasurer is Chair, requests responses from qualified 501(c)(3) tax-exempt bidders interested in providing services to the Trust Fund as fiscal agent/conduit, so that the Trust Fund can begin to function and achieve its purpose, as the Legislature intended in accordance with Massachusetts General Law (M.G.L.) c. 10, §35QQ. More detailed descriptions of these services are set forth under **Section VI, Subsection A (“SCOPE OF SERVICES”)**.

Bidders submitting responses are subject to the provisions in SECTION IV (“SPECIFICATIONS, REQUIREMENTS & COMPONENTS”) and must meet the PHASE I requirements/criteria detailed in Section V, Subsections A & B (“MINIMUM QUALIFICATIONS” and “LEGAL AND OTHER REQUIREMENTS”) and submit mandatory documents as described in Section V, Subsection C (“MANDATORY ATTACHMENTS AND ENCLOSURES”). Please note that Bidders should submit one handwritten original of each Mandatory Attachment that requires a signature.

II. GENERAL INFORMATION

To the maximum extent possible the Office of the State Treasurer and Receiver-General (the “Treasury”) is following the rules and regulations set forth in 801 Code of Massachusetts Regulations (“CMR”) 21.00: Procurement of Commodities and Services in this Request for Response (“RFR”). All terms, conditions, requirements, and procedures included in this RFR must be met for a response to be qualified as responsive. A response that fails to meet any material term, condition, requirement or procedure of this RFR may be deemed unresponsive and disqualified. The Treasury reserves the right to waive or permit cure of non-material errors or omissions. **The Treasury reserves the right to modify, amend or cancel the terms of the RFR at any time.** Unless otherwise specified, all communications, responses, and documentation regarding this RFR must be in English, all measurements must be provided in feet, inches, and pounds and all cost proposals or figures in U.S. Currency. All responses must be submitted in accordance with the specific terms of this RFR. No electronic responses may be submitted in response to this RFR

Copies of this RFR may be obtained electronically at the Treasury website at <http://www.mass.gov/treasury/fltf> & on Comm-PASS at <http://www.comm-pass.com/>.

THE PMT RESERVES THE RIGHT TO MODIFY, AMEND OR CANCEL THE TERMS OF THIS RFR AT ANY TIME.

III. RFR CALENDAR, INSTRUCTIONS & EVALUATION PROCESS

A. RFR CALENDAR / TIMELINE

This section provides the anticipated timeline for the Treasury's RFR on behalf of the Trust Fund with respect to the services sought herein. All dates are subject to modification by the Treasury at any time, with notice.

- Issuance of RFR: Monday, February 13, 2012
- RFR Question Deadline: Friday, February 17, 2012
- Question Response Deadline: Wednesday, February 22, 2012
- RFR Submission Deadline: Thursday, March 1, 2012
- Contract Award Date: Week of March 12, 2012

NOTE: Questions concerning the RFR must be submitted to the RFR Contact Person in writing:

Anjali Wali, Procurement Manager
Office of the State Treasurer and Receiver-General
ATTN: TRE RFR FIN FLTF Fiscal Conduit 2012
One Ashburton Place, 12th Floor
Boston, Massachusetts 02108
E-mail Address: awali@tre.state.ma.us
Fax: (617) 367-3645

B. RFR INSTRUCTIONS

1. **Response Submission.** The original, plus five (5) hard paper copies, and two (2) compact disks of the Bidder's response and attachments must be delivered to the Office of the State Treasurer and Receiver-General in the same sealed package no later than **4:00 p.m. EST on Thursday, March 1, 2012.** **The Cost Proposal may be submitted in the same package as the rest of the Response, but must be submitted under separate cover in a separate sealed envelope labeled "Cost Proposal."** Failure to meet this requirement will result in disqualification of the bid. Responses and attachments received after this deadline date and time will not be evaluated. A facsimile response will not qualify as a "submission" for deadline purposes in advance of or in lieu of a hard copy submission.

Responses and attachments should be delivered to:

Anjali Wali
Procurement Manager
Office of the State Treasurer and Receiver General
ATTN: TRE RFR FIN FLTF Fiscal Conduit 2012
One Ashburton Place, 12th Floor
Boston, Massachusetts 02108

2. **Response Format.** Failure to follow these formatting requirements may result in the disqualification of the Bidder's response. Please organize your response in the following order:
 - a. Cover Letter
 - b. Table of Contents
 - c. Mandatory Attachments (*see* Section V.C)
 - d. Phase Two Questionnaire

NO Cost information shall be included anywhere in the response except in a separate sealed envelope (*see* SECTIONS III.B.1, III.B.3)

3. **Cost Proposal.** The Cost Proposal must be submitted under separate cover from the rest of the Response in a separate sealed envelope labeled “Cost Proposal.” Failure to meet this requirement will result in disqualification of the bid. Please also note that the Cost Proposal must have an original signature by a person authorized to bind the firm with respect to this RFR. *See Attachment A for Cost Proposal matrix.*
4. **Response Provisions.** When responding to this RFR, Bidders should take note of the following provisions:
 - a. The Treasury reserves the right to request additional information from Bidders responding to this request. Additionally, upon reviewing the responses the Treasury may decide to hold oral presentations/interviews and have certain firms make oral presentations/come in for interviews.
 - b. The Treasury reserves the right to reject any and all responses to this request, to waive any minor informality in a response, to request clarification of information from any Bidder responding, and to effect any agreement deemed by the Treasury to be in the Commonwealth’s and the Trust Fund’s best interest with one or more of the Bidders responding. The Treasury reserves the right to amend or cancel this RFR at any time.
 - c. All responses and their contents will become the sole property of the Commonwealth/Treasury upon receipt by it and will not be returned to the Bidder.
 - d. The Treasury will not reimburse any Bidder for any costs associated with the preparation or submittal of any response to this request or for any travel and/or per diem incurred in any presentation of such responses.
 - e. The narrative response should address all items included in each section of the Technical Proposal. (*See* Section VII – Questionnaire).
 - f. The written response (content) shall be limited to replies totaling **no more than 15 pages, front and back** for which a bidder submits a bid. Any response over this limit, excluding the requested mandatory attachments and exhibits will not be considered.
5. **Disqualification of Responses.** Reasons for disqualification of responses include, but are not limited to:
 - a. **Late Proposals:** Proposals that are received after the deadline date and time shall be automatically disqualified.
 - b. **Nonresponsive Proposals:** A response that fails to meet any material term, condition, requirement or procedure of this RFR may be deemed unresponsive and disqualified. The Treasury reserves the right to waive or permit cure of non-material errors or omissions. Non-responsive proposals shall include, but not be limited to those, which fail to address or meet any mandatory item, and those submitted in insufficient number, or in incorrect format.
 - c. **Collusion:** Collusion by two or more Bidders agreeing to act in a manner intended to avoid or frustrate fair and open competition is prohibited and shall be grounds for rejection or disqualification of a proposal or termination of this contract. Bidders will be required to complete a “Certificate of Non-Collusion” as one of the mandatory attachments.
 - d. **Debarred Bidders or Subcontractors:** A Bidder who is currently subject to any Commonwealth or federal debarment order or determination, shall not be considered for evaluation by the PMT. If a Bidder’s proposal is dependent upon the services of a named

subcontractor and the disqualification of this named subcontractor would materially alter the proposal, then that proposal shall be deemed unresponsive if the named subcontractor is found to be debarred. Proposals that indicate that subcontractors will be used but do not rely on any specifically named subcontractor shall not be deemed unresponsive if the disqualification of a proposed subcontractor will not materially alter the proposal.

C. RFR EVALUATION PROCESS

1. **Evaluation Process.** The RFR Evaluation Process will be conducted in three phases. A review team consisting of staff from the Office of the State Treasury and Receiver-General will complete the Phase One Review for all proposal submissions. The purpose of the Phase One Review is to eliminate any bids that are nonresponsive to the requirements of the RFR. Bids that are deemed to be qualified based on the Phase One Review will be submitted to the PMT for additional review (Phase Two Review). Only after the completion of Phase Two will the sealed cost proposals be opened and evaluated as a part of Phase Three. Prior to the final recommendation, the PMT may request a “Best and Final Offer” from some or all of the Bidders. The PMT will consider any Best and Finals Offers made in a reevaluation of Phase Three. The PMT has been delegated the authority by the Trust Fund Board of Trustees to select the bidder(s) whose responses and cost proposals represent the best interest of the Trust Fund. **(Phase One, Phase Two, and Phase Three of this RFR will be evaluated separately).**
 - a. **Phase One Review:** Bidder responses will be reviewed based on listed criteria and completeness of response, including mandatory attachments and compliance to submission criteria (refer to Section V: Phase One Requirements beginning on page 14). Bids that do not comply with these components will be rejected and will not proceed to Phase Two Review. The Office of the State Treasurer and Receiver-General, on behalf of the Trust Fund, reserves the right to waive or permit cure of non-material errors or omissions. Staff at the Office of the State Treasurer and Receiver-General will conduct this portion of the review. Please complete Attachment B (“Mandatory Attachment Checklist”) to ensure completion of required documents and attach it to the cover letter.
 - b. **Phase Two Review:** Qualified bids, based on the Phase One Review, will be considered for additional review in Phase Two. Scoring criteria for the evaluation of proposals will be as follows:
 - **20% – Organizational Background**
 - **35% – Ability to Provide the Requested Services**
 - **35% – Cash Management & Quality Control**
 - **5% – Invest in Massachusetts.** All responsive Bidders/Proposers **must** submit with their bids an *Invest in Massachusetts Data Form* (“IMD Form”). See Section V.C.11 and Attachment the “Invest in Massachusetts – Instructions” Attachment for further information.
 - **5% – Treasury Supplier Diversity Program (TSDP).** The Office of the State Treasurer and Receiver-General requires all responsive Bidders to submit a *Treasury Supplier Diversity Program Plan Form* (“TSDP Plan Form”) with its response. (See Section V.C.10 and the “Treasury Supplier Diversity Program Instructions” Attachment for further information on the TSDP Plan Form, and how this section will be scored).
 - c. **Phase Three Review:** Phase III of this RFR relates to the cost proposals. Cost will be evaluated in relationship to the Phase Two Review and scoring of Bidders' responses. The

Phase Two score will represent 40% and Cost will represent 60% of the Phase Three score in order to determine "best value." The successful bid will be determined based on the one that represents the "best value" overall and achieves the procurement goals.

- **60% – Cost Proposal:** cost will be evaluated based on the fee for services provided.
- **40% – Phase Two Criteria.** The total Phase Two score will represent 40% of the Phase Three score.

2. **ORAL PRESENTATIONS / INTERVIEWS.** After completion of Phase One and Phase Two but prior to Phase Three, the PMT shall have the option to invite all or some Bidders to make oral presentations/come in for interviews. Oral presentations/interviews provide the PMT with an opportunity to evaluate the Bidder through the presentation of their proposal. The PMT will limit the number of oral presentations/interviews conducted to the three (3) Bidders that have the top scores following the initial Phase II review. If the PMT decides to have more than three (3) Bidders in for oral presentations/interviews, the PMT will invite all Bidders. Bidders will not be informed of their rank at the time of the oral presentation. Additionally, the PMT reserves the right to adjust any Phase II score following any Oral Presentation/Interview, and before proceeding on to Phase III.

The time allotments and the format shall be the same for all oral presentations. The PMT will give the Bidder at least three (3) business days' prior notice regarding the date of an oral presentation. The PMT may waive the location and medium requirements of an oral presentation upon the written request of a Bidder due to special hardships, such as a Bidder with disabilities or limited resources. In these circumstances the PMT may conduct oral presentations through an alternative written or electronic medium (*e.g.*, telephone, videoconference, TTY or Internet). The PMT may require the Bidders assign key personnel to conduct the oral presentation / interview.

A Bidder is limited to the presentation of material contained in its proposal, with the limited exception that a Bidder may address specific questions posed by the PMT or provide clarification of information contained in its proposal. Any correction or modification of the proposal or the presentation of supplemental information shall be considered prejudicial to the interests of other Bidders and fair competition and shall not be permitted. A Bidder's attempt to submit such corrections, modifications or supplemental information during an oral presentation may subject the Bidder's proposal to disqualification. A Bidder's failure to agree to an oral presentation may result in disqualification from further consideration. Oral presentations may be recorded by the Office of the State Treasurer and Receiver General as a matter of public record.

Please be advised that in the event the PMT elects to invite Bidders in for an oral presentation/interview, those Bidders not selected for an oral presentation/interview will not proceed to Phase Three of the evaluation process and so those bids will not be further considered by the PMT in connection with this RFR.

3. **On-Site Visits (Optional).** The PMT reserves the right to conduct on-site inspections of any or all Bidder locations at any time prior to the awarding of this contract to verify the Bidder's ability to perform the services required. The PMT shall schedule the time of these site visits and shall provide notice of at least three (3) business days before a visit. Failure to agree to a site visit may result in disqualification of a Bidder's proposal.

IV. SPECIFICATIONS, REQUIREMENTS & COMPONENTS

By submitting a Response to the RFR, the Bidder agrees to comply with all of the RFR required specifications, components and requirements listed below in Sections IV A & B:

A. RFR REQUIRED SPECIFICATIONS

1. **Alternatives.** Unless otherwise specified, Bidders should submit responses proposing alternatives that provide equivalent, better or more cost-effective performance than achievable under the stated RFR specifications. These alternatives may include related services that may be available to enhance performance during the period of the contract. The response should describe how any alternative achieves substantially equivalent or better performance to that of the RFR specifications. The Office of the State Treasurer and Receiver-General will determine if a proposed alternative method of performance achieves substantially equivalent or better performance. The goal of this RFR is to provide the best value of commodities and services to achieve the procurement goals of the department. Bidders that propose discounts, uncharged commodities and services or other benefits in addition to the RFR specifications may receive a preference or additional points under this RFR as specified.

Contractors may also propose alternatives for equivalent, better or more cost-effective performance than specified under the Contractor's original response to enable the department to take advantage of enhanced technologies, commodities or services that become available during the term of the contract

2. **Best Value Selection and Negotiation.** The PMT and/or the State Treasurer and Receiver-General may select the response(s) that demonstrates the "Best Value" overall, including proposed alternatives that will achieve the procurement goals of the Office of the State Treasurer and Receiver-General. The PMT and/or the State Treasurer and Receiver-General and the selected Bidder, or Contractor, may negotiate a change in any element of contract performance or cost identified in the original RFR or the selected Bidder's or Contractor's response, which results in lower costs or in a more cost-effective or better value than was presented in the selected Bidder's or Contractor's original response.
3. **Bidder Communication.** Bidders are prohibited from communicating directly with any employees of the Office of the State Treasurer and Receiver-General or any member of the Procurement Management Team ("PMT") regarding this RFR, except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person for this RFR in the event this RFR is incomplete or the Bidder is having trouble obtaining any required attachments electronically through Comm-PASS. Failure to observe this rule will result in disqualification

In addition, entities that intend to submit a bid/proposal should not discuss this RFR with members of the Financial Literacy Trust Fund Board of Trustees.

4. **Brand Name or Equal.** Unless otherwise specified in this RFR, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this RFR to any manufacturer or proprietor or to constitute an endorsement of any service. The Office of the State Treasurer and Receiver-General will consider clearly identified offers of substantially equivalent services submitted in response to such reference.
5. **Comm-PASS.** Comm-PASS is the official system of record for all procurement information which is publicly accessible at no charge at www.comm-pass.com. Information contained in this document and in each tab of the Solicitation, including file attachments, and information contained in the related Bidders' Forum(s), are all components of the Solicitation.

Bidders are solely responsible for obtaining all information distributed for this Solicitation via Comm-PASS, by using the free Browse and Search tools offered on each record-related tab on the main navigation bar (Solicitations and Forums). Forums support Bidder submission of written questions associated with a Solicitation and publication of official answers. All records on Comm-PASS are comprised of multiple tabs, or pages. For example, Solicitation records contain Summary, Rules, Issuer(s), Intent or Forms & Terms and Specifications, and Other Information

tabs. Each tab contains data and/or file attachments provided by the Procurement Management Team. All are incorporated into the Solicitation.

It is each Bidder's responsibility to check Comm-PASS for:

- Any addenda or modifications to this Solicitation, by monitoring the "Last Change" field on the Solicitation's Summary tab, and
- Any Bidders' Forum records related to this Solicitation (see Locating a Online Bidders' Forum for information on locating these records).

The Commonwealth accepts no responsibility and will provide no accommodation to Bidders who submit a Response based on an out-of-date Solicitation or on information received from a source other than Comm-PASS.

Bidders may not alter (manually or electronically) the RFR language or any RFR component files. Modifications to the body of the RFR, its specifications, or terms and conditions, which change the intent of this RFR are prohibited and may disqualify a response.

6. **Comm-PASS SmartBid Subscription.** Bidders may elect to obtain an optional SmartBid subscription which provides value-added features, including automated email notification associated with postings and modifications to Comm-PASS records. When properly configured and managed, SmartBid provides a subscriber with:
- A secure desktop within Comm-PASS for efficient record management;
 - A customizable profile reflecting the subscriber's product/service areas of interest;
 - A customizable listing in the publicly accessible Business Directory, an online "yellow-pages" advertisement;
 - Full-cycle, automated email alert whenever any record of interest is posted or updated;
 - Access to Online Response Submission, when allowed by the Issuer, to support: paperless bid drafting and submission to an encrypted lock-box prior to close date; electronic signature of OSD forms and terms; agreement to defer wet-ink signature until Contract award, if any; withdrawal of submitted bids prior to close date; and online storage of submitted bids.

Every public purchasing entity within the borders of Massachusetts may post records on Comm-PASS at no charge. Comm-PASS has the potential to become the sole site for all public entities in Massachusetts. SmartBid fees are only based on and expended for costs to operate, maintain and develop the Comm-PASS system.

7. **Conflict of Interest.** Prior to award of any contract, the Bidder/Vendor shall certify in writing to the procuring agency that no relationship exists between the Bidder/Vendor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the Bidder/Vendor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Office of the State Treasurer and Receiver-General may waive this provision, in writing, if these activities of the Bidder/Vendor will not be adverse to the interests of the Commonwealth. No official or employee of the Commonwealth who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this project shall, prior to the completion of the project, voluntarily acquire any personal interest, either directly or indirectly, in this contract or proposed contract.

The Bidder shall provide assurance that it presently has no interest and shall not acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder. The Bidder shall also provide assurances that no person having any such known interests shall be employed during the performance of this contract.

8. **Costs.** Costs that are not specifically identified and defined in the Bidder's response, and accepted by the Office of the State Treasurer and Receiver-General as part of a Contract, will not be

compensated under any Contract awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by Bidders responding to this RFR.

9. **Electronic Communication/Update of Bidder's/Contractor's Contact Information.** It is the responsibility of the prospective Bidder and awarded Contractor to keep current the E-mail address of the Bidder's contact person and prospective contract manager, if awarded a contract, and to monitor that E-mail inbox for communications from the PMT, including requests for clarification. The PMT and the Commonwealth assume no responsibility if a prospective Bidder's/awarded Contractor's designated E-mail address is not current, or if technical problems, including those with the prospective Bidder's/awarded Contractor's computer, network or Internet service provider (ISP) cause E-mail communications sent to/from the prospective Bidder/awarded Contractor and the PMT to be lost or rejected by any means including E-mail or spam filtering.
10. **Environmental Response Submission Compliance.** In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all responses submitted should comply with the following guidelines:
- All copies should be printed double sided.
 - All submittals and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper (i.e., paper made from raw materials other than trees, such as kenaf). To document the use of such paper, a photocopy of the ream cover/wrapper should be included with the response.
 - Unless absolutely necessary, all responses and copies should minimize or eliminate use of nonrecyclable or nonreusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three ringed binders, glued materials, paper clips, and staples are acceptable.
 - Bidders should submit materials in a format which allows for easy removal and recycling of paper materials.
 - Bidders are encouraged to use other products that contain recycled content in their response documents. Such products may include, but are not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Where appropriate, bidders should note which products in their responses are made with recycled materials.
 - Unnecessary samples, attachments, or documents not specifically asked for should not be submitted.
11. **Estimated Provisions.** The Office of the State Treasurer and Receiver-General makes no guarantee that any commodities or services will be purchased from any contract resulting from this RFR. Any estimates and/or past or current procurement volumes referenced in this RFR are included only for the convenience of Bidders, and are not to be relied upon as any indication of future purchase levels.
12. **HIPAA: Business Associate Contractual Obligations.** Bidders are notified that any department meeting the definition of a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) will include in the RFR and resulting contract sufficient language establishing the successful bidder's contractual obligations, if any, that the department will require in order for the department to comply with HIPAA and the privacy and security regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) (the Privacy and Security Rules). For example, if the department determines that the successful bidder is a business associate performing functions or activities involving protected health information, as such terms are used in the Privacy and Security Rules, then the department will include in the RFR and resulting contract a sufficient description of business associate's contractual obligations regarding the privacy and security of the protected health information, as listed in 45 CFR 164.314 and 164.504 (e), including, but not limited to, the bidder's obligation to: implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information (in whatever form it is maintained or used, including verbal communications); provide individuals access to their records; and strictly

limit use and disclosure of the protected health information for only those purposes approved by the department. Further, the department reserves the right to add any requirement during the course of the contract that it determines it must include in the contract in order for the department to comply with the Privacy and Security Rules. Please see other sections of the RFR for any further HIPAA details, if applicable.

13. **Minimum Bid Duration.** Bidder responses/bids made in response to this RFR must remain in effect for 120 days from the date of bid submission and thereafter until either the Bidder withdraws the response in writing, a contract is executed or the procurement is canceled, whichever occurs first
14. **Public Records.** All responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, Massachusetts General Laws (“M.G.L.”), Chapter 66, Section 10, and Chapter 4, Section 7, Subsection 26. Any statements in submitted responses that are inconsistent with these statutes will be disregarded. Bidders are advised that all proposals are deemed sealed, and therefore their contents will be treated as confidential and will not be disclosed to competing Bidders until the evaluation process has been completed, the contract has been awarded and negotiations are finalized.
15. **Reasonable Accommodation.** Bidders with disabilities that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, must communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case-by-case basis. A Bidder requesting accommodation may be required to confirm his or her request in writing to the contact person. The request must state that it is based on a disability and specifically identify the accommodation desired. Although entities of the Commonwealth will make all reasonable efforts to accommodate the requests of Bidders with disabilities, they reserve the right to reject unreasonable requests.
16. **Restriction on the Use of the Commonwealth Seal.** Bidders and contractors are not allowed to display the Commonwealth of Massachusetts Seal in their bid package or in any subsequent marketing materials if they are awarded a contract. Use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law.
17. **Prohibition Against Selling or Distributing Information.** Any Bidder awarded a contract under this RFR is prohibited from selling or distributing any information collected or derived from the contract and/or procurement process, including lists of participating or eligible Commonwealth of Massachusetts employee names, telephone numbers, email addresses or addresses.

B. COMPONENTS OF PROCUREMENT

1. **Duration and Renewal Options.** The Financial Literacy Trust Fund seeks to partner with a 501(c)(3) tax exempt entity for the purposes stated in this RFR. The anticipated term of this contract shall be until the Financial Literacy Trust Fund establishes 501(c)(3) status, and in no event shall exceed 2 years. The Financial Literacy Trust Fund may, at its option, extend the contract for additional periods under the same or better terms and conditions as negotiated if deemed in the best interest of the Commonwealth. Bidders who offer price guarantees for the life of the contract will be held to that offer or such better terms as are negotiated.
2. **Acquisition Method.**

<input type="checkbox"/> Outright Purchase	<input type="checkbox"/> Tax-exempt Lease Purchase
<input type="checkbox"/> License	<input type="checkbox"/> Term Lease
<input checked="" type="checkbox"/> Fee for Service	<input type="checkbox"/> Lease Purchase
	<input type="checkbox"/> Rental (not to exceed 6 months)
	<input type="checkbox"/> Other (specify)

3. **Single or Multiple Contracts.** The State Treasurer and Receiver-General, on behalf of the Financial Literacy Trust Fund Board of Trustees reserves the right to award the contract to a single vendor or multiple vendors, in the best interest of the Trust Fund. The Bidder must agree to cooperate with such other Bidders, and must not commit or permit any act that may interfere with the performance of work by any other Bidder.
4. **Contract Guidelines.** (Those that apply are checked.)
- ✓ Only the Office of the State Treasurer and Receiver-General, on behalf of Commonwealth of Massachusetts Financial Literacy Trust Fund may contract under RFR
 - ☐ Option to allow other Departments/political subdivisions to contract under RFR
 - ☐ Statewide Contract
 - ☐ Multi-Treasury User Contract
 - ☐ Pre-Qualification List
5. **Anticipated Expenditures, Funding or Compensation for Expected Duration.** Subject to selected Bidder's quotes and rates, subject to negotiation.
6. **Contract Performance and Additional Business Specifications.**
- a. **Evaluation and Selection of Contractor.** The Office of the State Treasurer and Receiver-General, on behalf of the Trust Fund, shall have sole authority to evaluate and make the final determination on the selection of Bidder(s) for contract negotiation(s) pursuant to this RFR. The selection will be made after evaluation of both technical and cost proposals by the PMT, in accordance with the authority delegated by the Trust Fund Board of Trustees.
 - b. **Change in Terms.** The Office of the State Treasurer and Receiver-General, on behalf of the Trust Fund, reserves the right to modify the specifications identified in the RFR at any time prior to the closing date. The Office of the State Treasurer and Receiver-General, on behalf of the Trust Fund, reserves the right to negotiate with the selected Bidder(s) as to any element of cost or performance, including without limitation, elements identified in the RFR and/or the selected Bidder's response in order to achieve the best value for the Commonwealth. The Office of the State Treasurer and Receiver-General, on behalf of the Trust Fund reserves the right to request from any Bidder a "best and final offer" as to the Bidder's proposal or cost proposal.
 - c. **Termination or Suspension.** Vendor/Contractor's services may be terminated or suspended from the contract for various reasons, including but not limited to poor performance, failure to perform, fraud or other cause immediately upon written notice by the Trust Fund. Vendors/contractors may be terminated from the contract without cause upon thirty (30) days prior written notice. The Vendor/Contractor may not terminate the contract or performance thereunder except upon a minimum of 180 days written notice to the Trust Fund. Other terms regarding contract termination are subject to negotiation between the selected Bidder(s) and the Trust Fund.
 - d. **Permits and Compliance.** The Vendor/Contractor shall procure and pay for all permits, licenses and approvals necessary to perform the services solicited in this RFR. The Vendor/Contractor shall comply with all applicable laws, ordinances, rules, orders and regulations related to the performance of the services solicited. The Office of the State Treasurer and Receiver-General on behalf of the Trust Fund may, at its option, request documentation evidencing the Vendor/Contractor's compliance.
 - e. **Rejection of Proposals.** The Office of the State Treasurer and Receiver-General, on behalf of the Trust Fund, reserves the right to reject any and all proposals submitted under this solicitation.

- f. **Fees Subject to Office of the State Treasurer and Receiver-General Signatory Authorization.** All fees must be approved by the Trust Fund or the Office of the State Treasurer and Receiver-General, on behalf of the Trust Fund and are subject to verification of performance.
- g. **Confidentiality Policy Regarding Bidder's Support Staff and/or Vendors.** The Office of the State Treasurer and Receiver-General, on behalf of the Trust Fund, may require Bidders' support staff or outside vendors to sign a confidentiality agreement for the confidential information they will have or have access to.
- h. **Subcontracting Policies.** Prior approval of the department is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Human and social service subcontractors are also required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.
- i. **Contract Expansion.** If additional funds become available during the contract duration period, the department reserves the right to increase the maximum obligation to some or all contracts executed as a result of this RFR or to execute contracts with contractors not funded in the initial selection process, subject to available funding, satisfactory contract performance and service or commodity need.
- j. **Concurrent Contracts Running (Renewals and Transitions).** The Treasurer and Receiver-General on behalf of the Trust Fund shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year or if satisfactory performance by the contractor does not ensue. The Treasurer and Receiver-General will also, at the direction of the Trust Fund and on the Trust Fund's behalf, have the right to sole discretion in exercising an option to renew, which will not be subject to contractor acceptance or agreement. Any assistance required for this transition must be provided in a smooth and timely manner. If at any time the contract is canceled, terminated or expires, and a contract is subsequently executed with a firm other than the contractor, the contractor has the affirmative obligation to assist in the smooth transition of contract services to the subsequent contractor.
- k. **Pricing: Federal Government Services Administration (GSA) or Veteran's Administration Supply.** The Commonwealth reserves the right to request from the successful Bidder(s) initial pricing schedules and periodic updates available under their GSA or other federal pricing contracts. In the absence of proprietary information being part of such contracts, compliance for submission of requested pricing information is expected within 30 days of any request. If the contractor receives a GSA or Veteran's Administration Supply contract at any time during this contract period, it must notify the Commonwealth contract manager. The Commonwealth requires the same rate if it is more favorable.
- l. **Pricing: Price Limitation:** The Bidder must agree that no other state or public entity customer within the United States of similar size and with similar terms and conditions shall receive a lower price for the same commodity and service during the contract period, unless this same lower price is immediately effective for the Commonwealth. If the Commonwealth believes that it is not receiving this lower price as required by this language, the Bidder must agree to provide current or historical pricing offered or negotiated with other state or public entities at any time during the contract period in the absence of proprietary information being part of such contracts.
- m. **Submission of Proposal Materials and Oral Presentation.** All materials, representations and submissions made within the proposal and at the oral presentation are subject to becoming part of the contract binding the selected bidder to uphold the materials,

representations and submissions made by the selected bidder within the proposal and at the oral presentations.

- n. **Fiduciary Status of the Consultant; Chapter 268A.** With respect to the performance of its duties and responsibilities hereunder, the Consultant/contractor/firm acknowledges that it is a fiduciary, and that the Consultant/contractor/firm will discharge its duties and responsibilities under this Agreement in accordance with the fiduciary standards of conduct and other requirements as they apply to the Consultant/contractor/firm. The Consultant/contractor/firm is advised of the existence of Massachusetts General Laws, Chapter 268A (the Massachusetts "Conflict of Interest" statute), and is required to act and perform its duties in accordance with such provisions.

V. PHASE ONE REQUIREMENTS

Compliance with all criteria listed below is **mandatory** in order for a bid to be accepted for further review. Lack of compliance with the Phase I criteria will automatically disqualify the Bidder. Phase One of Bidder's response should demonstrate compliance with each of the conditions qualifying an institution to propose as outlined below.

A. MINIMUM QUALIFICATIONS

Bidders submitting Proposals must meet the following minimum qualifications to be given further consideration in the Office of the State Treasurer and Receiver-General's search, on behalf of the Financial Literacy Trust Fund ("Trust Fund"), for a 501(c)(3) to act as the Trust Fund's fiscal conduit. Failure of a Bidder to meet the minimum qualifications applicable to this RFR will result in immediate rejection. The Bidder's response to each minimum qualification component should be "yes" or "no" followed by a detailed statement of explanation. **Please be advised that Bidders are requested to specifically describe how the Bidder meets each of these minimum qualifications.**

Minimum Requirements:

- a. *Must be based in Massachusetts and certify that all services provided to the Financial Literacy Trust Fund in connection with this RFR will occur in Massachusetts. (If the entity has other branches throughout the United States, it must have a branch based on Massachusetts, through which these services will be provided).*
- b. *Must have been certified as a 501(c)(3) as of February 1, 2007, and currently hold 501(c)(3) tax status. Bidders are required to provide a copy of their IRS letter of determination of 501(c)(3) tax exemption.*
- c. *Must have the ability to maintain custody of any funds of the Financial Literacy Trust Fund in a separate account and provide bookkeeping and clerical work necessary to receive, deposit and disperse funds.*
- d. *Must have the ability to pay invoices and make all payments as approved by the Financial Literacy Trust Fund.*
- e. *Must have the ability to provide monthly financial statements and any other requested reports to the Financial Literacy Trust Fund.*

B. LEGAL AND OTHER REQUIREMENTS

***On the Bidder's letterhead, signed by an individual with the authority to bind the organization, please address/respond to each of the requirements listed in this section. (Where you are asked to**

provide documentation, please just indicate whether or not the requested document(s) has been attached).

1. **Solvency.** Certification that the Bidder has not been in bankruptcy and/or receivership within the last three (3) calendar years.
2. **Corporate Good Standing.** If incorporated, identification of the Bidder's state of incorporation and a statement that it is in good standing in that state and has complied with all filing requirements of the state of incorporation. If the state of incorporation is not Massachusetts, please also include a statement that the company agrees to comply with all filing requirements of the Secretary of Commonwealth within thirty (30) days of contract award if selected.
3. **Licenses and Registrations.** A statement that the Bidder meets all applicable state and federal requirements, and has all the licenses and registrations necessary to perform the contract.
4. **Pending Litigation.** Details of any pertinent judgment, criminal conviction, investigation or litigation pending against the Bidder or any of its officers, directors, employees, agents, or subcontractors of which the Bidder has knowledge or a statement that there are none. The Office of the State Treasurer and Receiver-General, on behalf of the Trust Fund, reserves the right to reject a response based on this information. If separate responses are required for different divisions or subsidiaries of the Bidder, the Bidder must submit a separate response for each division or subsidiary.
5. **Compliance with RFR Requirements.** A statement that the Bidder agrees to meet every specification, requirement, or condition set forth in the RFR. (This statement will not be deemed to encompass any requirement or condition for which the RFR indicates that a preference may or will be given by the Office of the State Treasurer and Receiver-General on behalf of the Trust Fund. Only a Bidder seeking the preference must meet any such requirement or condition.)
6. **Fidelity Bond or Certificate of Liability Insurance.** A copy or proof of any fidelity bond or liability insurance policy extending to any or all employees who perform work under the contract are covered.
7. **Confidentiality.** The Bidder must submit a statement acknowledging that all materials and information provided to the Contractor by the Office of the State Treasurer and Receiver-General and/or the Financial Literacy Trust Fund or acquired by the Contractor on behalf of the Office of the State Treasurer and Receiver-General and/or the Financial Literacy Trust Fund shall be regarded as confidential information in accordance with Federal and State law, and ethical standards. The contractor must take all necessary steps to safeguard the confidentiality of such materials or information. Furthermore, each party will sign a mutually agreed upon confidentiality statement.

C. MANDATORY ATTACHMENTS AND ENCLOSURES

Phase One of the Bidder's response shall include the completed mandatory attachments listed below. Any attachments referenced in this RFR as a document required to be filed can be found in Comm-PASS with this RFR. Many of the required documents referenced in this RFR are also available at the OSD website, www.mass.gov/osd, in the [OSD Forms](#) section. All mandatory attachments should be signed by an individual with the authority to bind the Firm, and the "originals" should have an original signature in blue ink.

These documents may be downloaded and printed for you to complete and submit. If you do not understand these instructions or you require additional assistance, please contact the OSD/Comm-PASS help desk at 1-888-627-8283. Note: The mandatory attachments indicated below are in addition

to the inclusion of the RFR questions and answers and must be attached to the bidder's response.

Please complete Attachment B ("Mandatory Attachment Checklist") to ensure completion of each mandatory item and attach it to the cover letter. The Bidder's response must include all completed mandatory attachments/items listed below:

1. **Cover Letter** (signed). The Response must include an original and five (5) hard paper copies of the cover letter, which will be considered an integral part of the Proposal. The cover letter must be signed by at least one individual who is authorized to bind the organization contractually and must include:
 - a. Organization name
 - b. Organization Address
 - c. Organization telephone/fax number/email address
 - d. The client contact
 - e. The title or position which the signer of the cover letter holds in the firm
 - f. A statement to the effect that the Proposal is a firm and irrevocable offer that will be valid for 120 days from the date of submission
2. **Questionnaire**. SECTION VII
3. **Cost Proposal** (signed). The original and five (5) copies of the cost proposal, **Attachment A**, must be placed in a **separate, sealed envelope**, clearly identified on the outside as "Cost Proposal." (Please see Section III.B.3 of this RFR for more specific instructions).
4. **IRS Certification**. Provide a copy of your documentation from the IRS certifying as to your continued status as a 501(c)(3) tax-exempt entity.
5. **Commonwealth Terms and Conditions** (signed). The Commonwealth Terms and Conditions shall be incorporated by reference into any contract for services executed pursuant to this RFR. A Bidder is required to execute the Commonwealth Terms and Conditions only once. Complete all blanks and required information fully and accurately without modification.
6. **Standard Contract Form and Instructions** (signed). This form must be executed in order to be awarded a contract. This form must be completed and returned as part of the Bidder's RFR response. This document shall not become a final contract unless and until the Office of the State Treasurer and Receiver-General accepts the Bidder's response and the Standard Contract Form is executed by an authorized signatory of the Office of the State Treasurer and Receiver General, on behalf of the Financial Literacy Trust Fund.
7. **Request for Taxpayer Identification Number and Certification (W-9)** (signed). The W-9 Form must be completed and signed.
8. **Contractor Authorized Signature Verification Form** (signed & notarized). If the Bidder is a corporation, partnership or other business entity, complete the form as indicated. This completed form should include the name and signature of any individuals authorized to bind the firm with respect to this RFR.
9. **Tax Compliance Certification** (certificate / proof of application). The Bidder must demonstrate that it is in compliance with all Federal and Commonwealth tax laws (regardless of corporate locations) including M.G.L. Chapter 62C, Section 49A. The Bidder must submit an original or photocopy of a Certificate of Tax Compliance in Good Standing, which has been issued by the Commonwealth of Massachusetts Department of Revenue (DOR) within the past year. This Certificate may be obtained by submitting a request to:

Taxpayer Services Division, Certificate Unit
Department of Revenue

PO Box 7066
Boston, Massachusetts 02204
(617) 887-6550

The application must list the tax types for which the business is liable, including such items as meals, room occupancy, sales, use, withholding, corporate income and others as applicable. The issuance of the certificate normally takes several weeks, and as such, Bidders should indicate that their request for a certificate is sought in connection with a Commonwealth solicitation (with a deadline). If the Bidder does not submit the requested tax certificate with the proposal, the Bidder must submit documentation evidencing that the appropriate application has been filed. Evidence includes: facsimile transmittal, mailing receipt, receipt-stamped application, etc. The Certificate must be issued and provided to the Office of the State Treasurer and Receiver-General, on behalf of the Trust Fund, prior to the final execution of the Standard Contract Form.

10. **Treasury Supplier Diversity Program (TSDP) Plan Form** (signed). As this RFR on behalf of the Financial Literacy Trust Fund is being procured through the Office of the State Treasurer and Receiver General (“Treasury”) the Trust Fund will comply with the TSDP program of the Treasury: The Office of the State Treasurer and Receiver-General (“Treasury”) is committed to developing and strengthening Minority and Women Business Enterprises (M/WBEs) and expanding equal opportunity in the primary and any secondary industries affected by this RFR. Consequently, the Treasury requires all responsive Bidders to submit a *Treasury Supplier Diversity Program Plan Form* (“TSDP Plan Form”) with its response. Bidders that clearly demonstrate the intent to further the development of M/WBEs or the existence of a relationship which does further these goals will receive favorable consideration from the PMT. Additionally, a Bidder, which is a Massachusetts SDO certified vendor, may be found “Advantageous,” based on the Bidder’s Massachusetts certification status. (See “Treasury Supplier Diversity Program Instructions” Attachment for further information on the TSDP Plan Form, and how this section will be scored. This Attachment and the TSDP Plan Form can be found on the Comm-Pass Website at www.comm-pass.com under the “Forms & Terms” Tab for this solicitation).

Treasury Supplier Diversity Program Subcontracting Policies. Prior approval of the Treasury is required for any subcontracted service of the contract. The Treasury may define required deliverables including, but not limited to, documentation necessary to verify subcontractor commitments and expenditures with Minority- or Women-Owned Business Enterprises (M/WBEs) for the purpose of monitoring and enforcing any compliance of subcontracting commitments made in a bidder’s *Treasury Supplier Diversity Program Plan Form* (TSDP Plan Form). Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors.

11. **Invest in Massachusetts Plan:** As this RFR on behalf of the Financial Literacy Trust Fund is being procured through the Office of the State Treasurer and Receiver General (“Treasury”) the Trust Fund will comply with the Invest in Massachusetts Program of the Treasury: The Office of the State Treasurer and Receiver-General (“Treasury”) encourages investment in our local economy and is committed to advancing the creation and preservation of jobs in the Commonwealth. Consequently, all responsive Bidders/Proposers must submit with their bids an *Invest in Massachusetts Data Form* (“IMD Form”). See the “Invest in Massachusetts – Instructions” Attachment for further information. Both this Attachment and the IMD Form can be found on the Comm-Pass Website at www.comm-pass.com under the “Forms & Terms” Tab for this solicitation).
12. **Certificate of Non-Collusion.** Bidders are advised that they are required to certify that the bid that they are submitting has not been arrived at because of any collusive activity.
13. **Fidelity Bond or Certificate of Liability Insurance.** As directed in Section V.B.6, of this RFR, Bidders are required to provide a copy or proof of any fidelity bond or liability insurance policy extending to any or all employees who perform who perform work under the contract.

14. **Executive Order 504 Form.** Effective January 1, 2009, [Executive Order 504](#) establishes new requirements designed to adopt and implement the maximum feasible measures reasonably needed to ensure the security, confidentiality and integrity of personal information, as defined in [M.G.L. c. 93H](#) and personal data, as defined in [M.G.L. c. 66A](#), maintained by state agencies (herein collectively “personal information”). The Executive Order applies to all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established. The Executive Order 504 Form can be found on the “Forms and Terms” Tab of the Solicitation on Comm-Pass.

VI. SCOPE OF SERVICES & PHASE TWO QUESTIONNAIRES

A. SCOPE OF SERVICES

The Financial Literacy Trust Fund (“Trust Fund”), created by the legislature pursuant to Massachusetts General Law (M.G.L.) c.10, §35QQ, is mandated to encourage financial literacy and education for residents, institutions, community organizations and entities throughout the Commonwealth that will promote financial literacy. To achieve this purpose, the Trust Fund is directed to accept private contributions, publicly or privately funded grants and funds appropriated by the state or federal government.

The Trust Fund is pursuing IRC 501(c)(3) tax exempt status, and while this process is pending, to advance the mission of the Trust Fund, the Treasury, on behalf of the Trust Fund Board of Trustees seeks a fiscal agent to accept, manager and administer any funds raised until the Trust Fund’s own status is secure, so that the Trust Fund can begin to function and achieve its legislatively intended purpose.

Therefore, the purpose of this Request for Response is to select one or more organizations to provide interim 501(c)(3) status and administration and custody services for the Commonwealth of Massachusetts Financial Literacy Trust Fund. The duties and responsibilities of the Bidder under the contract shall include, but not be limited to the following:

1. **Recordkeeping, Managerial & Custodial Services.** Ability to manage and administer any funds solicited by the Trust Fund, including but not limited to:
 - a. Acting as custodian for any funds received on behalf of the Trust Fund;
 - b. Accepting the funds and maintaining the funds in a segregated account created solely for the benefit of the Trust Fund;
 - c. Accounting for all funds raised and expended by the Trust Fund;
 - d. Disbursing funds in accordance with an approved budget (which will be provided at a later date) and at the direction of the Trust Fund Board of Trustees or any staff designated with the authority to give direction to bidder;
 - e. Developing and distributing financial reports to the Trust Fund or others as required, including quarterly accounting and a list and description of expenditures.
 - f. Making records available for audits and other reviews as required.
 - g. Provide the Trust Fund or its authorized designee(s) access to financial data daily, weekly, quarterly, monthly and annually.
 - h. Interfacing with the Executive Director of the Financial Literacy Trust Fund.

- i. Ability to transition funds at the direction of the Trust Fund
 - j. Prompt response to client emails and phone calls.
2. Proof of Tax Exempt Status. During the term of the contract, unless directed elsewhere by the Trust Fund, the funds received on behalf of the Trust Fund will be paid directly to organization awarded the contract for retention in a segregated account created solely for the benefit of the Trust Fund. The organization awarded the contract will be responsible for providing the following information to any donor or other entity, at the direction of the Trust Fund:
- a. A copy of the organization's IRS letter of determination of 501(c)(3) tax exemption;
 - b. A brief history of the organization and its mission statement;
 - c. Confirmation of receipt of donation, etc., on behalf of the Trust Fund;
 - d. With respect to receipt of incoming wires or funds, provide same-day confirmation of receipt.

A. PHASE TWO QUESTIONNAIRE

Along with the above-reference mandatory requirements, the Bidder must submit responses to the following Questionnaire: SECTION VII

VII. PHASE TWO QUESTIONNAIRE

COMMONWEALTH OF MASSACHUSETTS FINANCIAL LITERACY TRUST FUND 501(C)(3) FISCAL CONDUIT SERVICES RFR

ORGANIZATION NAME: _____

ADDRESS: _____

TELEPHONE #: _____

FACSIMILE #: _____

E-MAIL ADDRESS: _____

CLIENT CONTACT: _____

SIGNATURE: _____

NAME (PRINT): _____

TITLE: _____

DATE: _____

A. ORGANIZATIONAL OVERVIEW

1. Briefly describe your organization's mission statement.
2. Does your organization have a controlling Board? If so, what is the role of said Board, who participates, and how often does the Board meet? Do you need the authority of your Board to agree to provide these services to the Financial Literacy Trust Fund? If yes, please confirm that you have been given this authority.

B. ABILITY TO PROVIDE REQUESTED SERVICES

1. Briefly describe an outline of how your organization could and would provide services to the Financial Literacy Trust Fund.
2. What computer/administrative systems to you have in place to facilitate managing the Financial Literacy Trust Fund's separate account and perform the duties indicated in the scope of services?
3. How many employees do you have on staff? How many employees would be responsible for performing services for the Financial Literacy Trust Fund? Please name the key personnel in the area and include a short summary of the individual's background. Please identify any recent changes to the area's structure or staffing.
4. Please also describe your backup plans to maintain your role as fiscal agent in the event that the key member of the service team is unavailable.
5. Have you acted as a fiscal conduit for other entities/organizations within the last 5 years?
 - a. If yes, please describe the nature of those relationships and responsibilities. Please also provide the name and contact information of 3 references.
 - b. If no, how would you be qualified to provide the requested services?

C. CASH MANAGEMENT & QUALITY CONTROL

1. Describe your policies and procedures regarding the receipt of funds.
2. Describe your process for how you will facilitate structure and manage the funds of the Financial Literacy Trust Fund as a separate account?
3. Please describe controls that are in place to protect against fraud or unauthorized entries, withdrawals, and transfers. Include such controls as identifying stolen checks.
4. Do you have a system online that can be utilized for electronic payments? Please describe including the ability to customize access at the client to ensure electronic payments are entered and approved by appropriate individuals.
5. Describe your system of quality control to ensure reporting accuracy. Who audits and corrects reports?
6. If a report were requested on an ad hoc basis, how soon would it be available after the initial request?

Attachment A – Cost Proposal

COMMONWEALTH OF MASSACHUSETTS FINANCIAL LITERACY TRUST FUND – 501(C)(3) FISCAL CONDUIT RFR

FIRM _____

RFR _____

Provide a proposed fee schedule for the services identified in this RFR. This Attachment A should be submitted in a separate sealed envelope from the rest of the bid and should be signed by an individual authorized to bind the firm.

The Trust Fund will compensate the bidder awarded the contract by paying to the bidder a fee equal to a percentage of the deposits into the Trust Fund's account each quarter. The bidder awarded the contract will be required to provide appropriate documentation each quarter so the appropriate compensation amount can be determined. Fees will be paid on the first of the month of January, April, July and October.

As such, bidders are respectfully requested to complete the following fee proposal:

- _____% of the amounts deposited quarterly into the Trust Fund.

Name of Firm

Date

Signature

Title

Attachment B

Mandatory Attachment Checklist (Complete and attach to the cover letter)

Firm Name: _____

Mandatory items as detailed in Section V, subsection C.

(Check appropriate box to insure item is completed and submitted).

- | | |
|---|---|
| 1. Cover Letter | Yes <input type="checkbox"/> (signed) |
| 2. Questionnaire (Sections VII) | Yes <input type="checkbox"/> (completed) |
| 3. Cost Proposal (Attachment A) | Yes <input type="checkbox"/> (signed) |
| 4. IRS Certification of 501(c)(3) tax exempt status | Yes <input type="checkbox"/> (signed) |
| 5. Commonwealth Terms & Conditions | Yes <input type="checkbox"/> (signed) |
| 6. Standard Contract Form & Instructions | Yes <input type="checkbox"/> (signed) |
| 7. Taxpayer Identification Number and Certification (W-9) | Yes <input type="checkbox"/> (signed) |
| 8. Contractor Authorized Signature Verification Form | Yes <input type="checkbox"/> (signed & notarized) |
| 9. Tax Compliance Certification Form | Yes <input type="checkbox"/> (certificate / proof of application) |
| 10. Treasury Supplier Diversity Program (TSDP) Plan Form | Yes <input type="checkbox"/> (completed/signed) |
| 11. Invest in Massachusetts Data (IMD) Form | Yes <input type="checkbox"/> (completed/signed) |
| 12. Certificate of Non-Collusion | Yes <input type="checkbox"/> (signed) |
| 13. Fidelity Bond or Certificate of Liability Insurance | Yes <input type="checkbox"/> |
| 14. Executive Order 504 Form | Yes <input type="checkbox"/> (signed) |

Appendix A

TREASURER'S PRINCIPAL BOARDS, COMMISSIONS AND AUTHORITIES*

1. Finance Advisory Board - M.G.L. c. 6, § 97-8
2. Advisory Board to the Comptroller - M.G.L. c. 7A, § 2
3. Investment Advisory Council - M.G.L. c. 10, § 5B
4. State Retirement Board - M.G.L. c. 10, § 18
5. State Lottery Commission - M.G.L. c. 10, § 23
6. Board of Bank Incorporation - M.G.L. c. 26, § 5
(Division of Banks and Loan Agencies)
7. Water Pollution Abatement Trust - M.G.L. c. 29C, §2
8. Pension Reserves Investment Management Board - M.G.L. c. 32, § 23(2A)
9. Massachusetts School Building Authority – M.G.L. c. 70B, §§ 1A & 3A; *see also* M.G.L. c. 10, § 35BB
10. Teachers' Retirement Board – M.G.L. c. 15, § 16
11. Alcoholic Beverages Control Commission – M.G.L. c. 10, § 70
12. Commonwealth Covenant Fund – M.G.L. c. 10, § 35EE
13. Health Care Security Trust – M.G.L. c. 10, § 4
14. Commissioners on fireman's relief – M.G.L. c. 10, § 21
15. Retirement Law Commission – M.G.L. 10, §35I
16. Financial Literacy Trust Fund – M.G.L. c.10, §35QQ

*Positions on these Boards, Commissions or Authorities may be held by the State Treasurer and Receiver-General, his designee, or an individual appointed by him.